

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E**

IN RE: Request of Beulah Solar, LLC for)	BEULAH SOLAR, LLC'S
Modification of Interconnection Agreement)	OBJECTIONS/RESPONSES TO
with South Carolina Electric & Gas Company)	COMPANY'S FIRST SET OF
)	DISCOVERY REQUESTS
)	
)	

TO: J. ASHLEY COOPER, ESQUIRE, ATTORNEY OF RECORD FOR SOUTH CAROLINA ELECTRIC & GAS COMPANY:

Pursuant to 10 S.C. Code Ann. Reg. 103-833, and Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Beulah Solar, LLC, (hereinafter as, "Beulah Solar"), by and through its undersigned counsel, respond and object to South Carolina Electric & Gas Company's (hereinafter as, the "Company" or "SCE&G") First Set of Discovery Requests to Beulah Solar, LLC.

Beulah Solar craves reference to its Motion to Hold Docket in Abeyance and its Motion for Protective Order, both recently e-filed in this Docket, as if both Motions were set forth herein verbatim. The relief sought in Beulah Solar's two Motions are additional grounds for its objections to the Company's Discovery Requests, in that the relief sought in Beulah Solar's Motions may make the Company's Discovery Requests moot.

GENERAL OBJECTIONS

1. Beulah Solar makes the following General Objection to the Discovery Requests of SCE&G, which Objection is incorporated in and made a part of each Response set forth below. Beulah Solar's specific reference to one or more of the following General Objection in its Responses to certain of the Requests is intended for emphasis only and does not waive such General Objection as applied to other Requests.

2. Beulah Solar objects to the Requests to the extent they seek any information that is privileged from disclosure under the attorney-client privilege or the work-product doctrine, or that is protected from disclosure on the basis of some other privilege or other grounds. Documents subject to any applicable privilege or protection will not be produced. To the extent such privileged or protected documents are produced, the production was inadvertent and shall not constitute a waiver of such privilege or protection by Beulah Solar.

3. Beulah Solar further objects to the Requests to the extent that they seek information that constitutes the actual work product or hearing preparation material of Beulah Solar's attorneys or any other representatives, or reflects the mental impressions, conclusions, opinions or legal theories of Beulah Solar's attorneys or other representatives.

4. Beulah Solar objects to the Requests to the extent the Requests call for information or the identification or production of documents not within the applicable scope of discovery in this action, not relevant to the subject matter of this action, not reasonably calculated to lead to the discovery of admissible evidence in the action and/or to the extent they call for documents which are not available after reasonable inquiry.

5. Beulah Solar objects to the extent the Requests seek information that is in the possession of SCE&G, or which is not in the possession, custody, or control of Beulah Solar.

6. Beulah Solar objects to the Requests to the extent that the Requests are overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Beulah Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

7. Beulah Solar objects to the Requests to the extent they require Beulah Solar to take action other than a reasonable search for persons with knowledge responsive to the Requests or documents responsive to the Requests maintained in its possession, custody or control in locations where such documents are most likely to be found.

8. Beulah Solar objects to the Requests to the extent that the Requests and any instructions exceed the requirements and scope of permissible discovery under Rules of the Public Service Commission of South Carolina or the South Carolina Rules of Civil Procedure.

9. Beulah Solar construes these Requests as limited to seeking documents and things currently within its possession, custody, or control. Beulah Solar, therefore, objects to the extent that these Requests seek documents or things in the possession, custody, or control of third parties over whom Beulah Solar has no control, including past or current employees.

10. Beulah Solar objects to the Requests to the extent they seek to define terms and/or characterize evidence in this matter. To the extent Beulah Solar adopts any term used by SCE&G in the Requests, such adoption is solely limited to the objections and responses herein, and does not constitute an admission of law or fact by Beulah Solar and in fact, Beulah Solar expressly disclaims any such admission. A response that documents will be produced is not a representation that such documents exist or are in Beulah Solar's possession, custody, or control, but only that such documents, if any, will be produced if they do exist, are responsive, are not privileged, and are found in Beulah Solar's possession, custody, or control based on a reasonable search.

11. Beulah Solar has responded to the Requests as it interprets and understands them. If SCE&G subsequently asserts an interpretation of any Request differing from Beulah Solar's understanding, Beulah Solar reserves the right to supplement its objections and responses.

12. Beulah Solar objects to the Requests on the ground that it has not concluded discovery, investigation, or analysis of all the facts of this case, and has not completed preparation for the hearing. Accordingly, each of the following responses is provided without prejudice to Beulah Solar's right to introduce at the hearing any evidence that is subsequently discovered relating to proof of presently known facts and to produce and introduce all evidence whenever discovered related to the proof of subsequently discovered material facts in this action, and Beulah Solar expressly reserves the right to amend or supplement these responses.

13. Beulah Solar reserves the right to reference, discover, or offer into evidence at the time of hearing any and all facts, documents, and things notwithstanding the initial responses and objections interposed herein. Beulah Solar further reserves the right to reference, discover, or offer into evidence at the time of hearing any and all facts, documents, and things which are not presently recalled or perfectly understood but may be recalled or more thoroughly understood at some time in the future.

14. Beulah Solar objects to these Requests to the extent they seek confidential and proprietary information. Such confidential and proprietary information will be produced subject to the terms of an acceptable Confidentiality Agreement to be executed by Beulah Solar and SCE&G.

15. Beulah Solar further objects to the Requests to the extent that they are not limited by an appropriate time frame and thus are overly broad and unduly burdensome as worded.

16. Beulah Solar reserves the right to supplement and/or amend its objections and responses to these Requests.

17. All responses set forth by Beulah Solar are subject to these General Objections. The General Objections, or some portion thereof, may be specifically referred to or restated in a response for the purpose of clarity. A failure to specifically incorporate a General Objection shall not be construed as a waiver of the General Objection.

RESPONSES TO REQUESTS FOR ADMISSIONS

1. Admit that the IA is a valid written agreement signed by Beulah.

RESPONSE: Beulah Solar objects to this request on the ground that the term “valid” is vague, ambiguous, and calls for a legal conclusion. Subject to and without waiving the foregoing objection, Beulah Solar admits that the IA was executed by representatives of Beulah Solar and the IA contains Provision 12.12, which allow the unilateral Request for Modification to be filed with this Commission, by Beulah Solar.

2. Admit that Beulah read the IA before signing it.

RESPONSE: Beulah Solar admits that its representatives read the IA, before signing the IA and that the IA contains Provision 12.12, which allow the unilateral Request for Modification to be filed with this Commission, by Beulah Solar.

3. Admit that extensions of Milestones under the IA are governed by Section 6.2.

RESPONSE: Beulah Solar admits that Section 6.2 of the IA reads as follows:

“The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement, except for timing for Payment or Financial Security-related

requirements set forth in the milestones, Which shall adhere to Section 5.2.4 of the Standards. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) the delay will materially affect the schedule of another Interconnection Customer with subordinate Queue Position, (3) attainment of the same milestone has previously been delayed, or (4) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.”

Beulah Solar admits that the IA Section 6.2 is also subject to Provision 12.12 of the IA, which allows the unilateral Request for Modification to be filed with this Commission, by Beulah Solar and also that Section 6.2 is subject to this Commission’s authority to modify, amend, change or annul under S.C. Code Ann., Section 58-27-980 (1976, as amended).

4. Admit that Beulah was aware of the Milestones of the IA when Beulah entered into the IA.

RESPONSE: Beulah Solar admits that that Beulah Solar was aware of the Milestones of the IA, prior to the execution of the IA and Beulah Solar was aware of Provision 12.12, which allows the unilateral Request for Modification to be filed with this Commission, by Beulah Solar and Beulah Solar was aware of this Commission’s authority to modify, amend, change or annul under S.C. Code Ann., Section 58-27-980 (1976, as amended).

5. Admit that Beulah was aware of the curtailment scenarios set forth in Appendix 5 of the IA when Beulah entered into the IA.

RESPONSE: Beulah Solar admits that representatives of Beulah Solar reviewed Appendix 5 of the IA prior to execution of the IA and Beulah Solar was aware of Provision 12.12, which allows the unilateral Request for Modification to be filed with this Commission, by Beulah Solar and Beulah Solar was aware of this Commission's authority to modify, amend, change or annul under S.C. Code Ann., Section 58-27-980 (1976, as amended).

6. Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA.

RESPONSE: Beulah Solar objects to this Request on the ground that it is vague and ambiguous because the phrase "establish a change" is ambiguous and undefined, such that this Request is incapable of being admitted or denied and the Settlement Agreement speaks for itself. Beulah Solar further objects that because of the Company's curtailment language has not been approved by this Commission, a change is likely. Except as specifically admitted, this Request is denied.

7. Admit that the date of the grant of the Motion to Maintain Status Quo, if granted, will occur after the date for Milestone Payment 1, January 2, 2019, has passed.

RESPONSE: Beulah Solar objects to this Request on the ground that it is vague and ambiguous, such that this Request is incapable of being admitted or denied. Subject to and without waiving the foregoing objection, Beulah Solar admits that Beulah Solar filed its Motion to Maintain Status Quo, prior to the January 2, 2019, Milestone Payment due date.

8. Admit that Beulah's request to Maintain Status Quo impacts other solar developers lower in SCE&G's queue.

RESPONSE: Beulah Solar objects to this Request on the ground that it is vague and ambiguous, such that this Request is incapable of being admitted or denied, and Beulah Solar lacks information sufficient to answer or deny this Request. Beulah Solar further objects in that the Request calls for speculation.

9. Admit that Beulah is, or was at one time, managed by Cypress Creek.

RESPONSE: Admit.

10. Admit the Cypress Creek is, or was at one time, an upstream owner of Beulah.

RESPONSE: Beulah Solar objects to this request on the ground that it is vague, ambiguous, and nonsensical, in that: (1) the term “upstream owner” is undefined; and (2) “Cypress Creek” is defined in SCE&G’s Requests to include to include all subsidiaries and affiliates of Cypress Creek Renewables LLC, while “Beulah” is defined to include all parents and affiliates of Beulah Solar LLC, meaning that for the purposes of this Request “Cypress Creek” and “Beulah” mean the same thing.

11. Admit that Cypress Creek was an upstream owner of Ganymede when Ganymede signed an interconnection agreement with SCE&G.

RESPONSE: Beulah Solar objects to this Request on the ground that Ganymede and its interconnection agreement are irrelevant to this proceeding and this Request is not propounded to lead to relevant information. Beulah Solar further objects to this Request on the ground that it is vague and ambiguous, in that the term “upstream owner” is undefined.

12. Admit that Cypress Creek was an upstream owner of Huntley Solar when Huntley signed an interconnection agreement with SCE&G.

RESPONSE: Beulah Solar objects to this Request on the ground that Huntley Solar and its interconnection agreement are irrelevant to this proceeding and this Request is not propounded to lead to relevant information. Beulah Solar further objects to this Request on the ground that it is vague and ambiguous, in that the term “upstream owner” is undefined.

13. Admit that Cypress Creek was an upstream owner of Palmetto Plains when Palmetto Plains signed an interconnection agreement with SCE&G.

RESPONSE: Beulah Solar objects to this Request on the ground that Palmetto Plains and its interconnection agreement are irrelevant to this proceeding and this Request is not propounded to lead to relevant information. Beulah Solar further objects to this Request on the ground that it is vague and ambiguous, in that the term “upstream owner” is undefined.

ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to Beulah or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these persons and indicate who has possession of such statements.

ANSWER: Beulah Solar is compiling this information and will provide the same, when available.

2. List the names and addresses of any expert witnesses whom Beulah proposes to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this suit.

ANSWER: Beulah Solar has not retained an Expert at this time, but Beulah Solar reserves the right to name an Expert in the future.

3. For each person known to Beulah or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such persons, or provide a copy of any written or recorded statements taken from such persons.

ANSWER: Beulah Solar is compiling this information and will provide the same, when available.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

ANSWER: Beulah Solar's damages are incomplete at this time, but Beulah Solar will supplement this Response, when appropriate.

5. Identify and set forth all communications made by or received by Beulah related to the allegations in the Requests. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and time of the communication; the place of the communication; and the person(s) who made the statement(s).

ANSWER: Beulah Solar objects to this Interrogatory to the extent that the Interrogatory is overly broad or overly inclusive and/or the Interrogatory calls for extensive research, investigation, information or identification of documents which would subject Beulah Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah to review each document in its files, or to interview every person employed by or otherwise known to Beulah to ensure that Beulah has not overlooked any minor documents or facts marginally related to the Requests.

6. Set forth all facts You contend support Your allegation that "[SCE&G's] Response ignores Beulah Solar's timely filing of a Motion and makes the remarkable statement, despite Beulah Solar's timely filing of a Motion, '...the IA is terminated by its terms.'"

ANSWER: The fact that the Beulah Solar's Motion to Maintain Status Quo, on its face, preserves a date before the due date of Milestone Payment #1 and the IA is therefore, not terminated by its terms.

7. Set forth all facts You contend support Your allegation that "[t]he 'Stakeholder Process',...will likely lead to amendment or modification of the 'curtailment language' in [SCE&G's] IAs."

ANSWER: The fact that SCE&G, Dominion and SCSBA entered into a stakeholder process, approved by the Commission, specifically dealing with, *inter alia*, the unapproved curtailment language currently in use by SCE&G in SCE&G's IAs.

8. Set forth all facts You contend support Your belief that any amendment or modification of the curtailment language in SCE&G's IAs will apply retroactively to existing IAs.

ANSWER: This is not a factual allegation. Statement based on the contents of the Settlement Agreement and assumes that SCE&G will participate in that process in good faith. Vague and ambiguous at to "Your belief that any amendment or modification of the curtailment language in SCE&G's IAs will apply retroactively to existing IAs." Settlement Agreement calls for "a fair, reasonable, and nondiscriminatory protocol for the curtailment of all legally dispatchable generating resources in circumstances where curtailment of solar resources is necessary due to system conditions on SCE&G's Transmission System or Distribution System, or otherwise required under the terms of those solar resources' interconnection agreements with SCE&G[.]"

9. Set forth the date on which the "Stakeholder Process" You describe in Your Reply to SCE&G's Response to the Requests will be completed.

ANSWER: Beulah Solar lacks sufficient information to answer this Interrogatory.

10. Set forth the date on which You contend the amendment or modifications of the curtailment language in SCE&G's IAs will occur.

ANSWER: Beulah Solar lacks sufficient information to answer this Interrogatory.

11. Set forth all facts that show that You sought to extend or delay the payment of Milestone Payment 1 at the earliest reasonable date.

ANSWER: Beulah Solar objects to this Request as being argumentative, not relevant, phrase "at the earliest reasonable date" is vague and undefined.

12. Identify all Persons Beulah has solicited to fund or finance the Project and/or Milestone Payment 1 and, if such Persons have been engaged to fund or finance the Project, the amount at which such Person has been engaged.

ANSWER: Beulah Solar objects to this Request as it is harassing, unduly burdensome, overly broad and not relevant and calls for confidential business information.

13. Identify all Persons with whom Beulah has sought financing for the Project and/or Milestone Payment 1 who refused to provide financing because of the curtailment provisions or the purported uncertainty of future curtailment protocols.

ANSWER: Beulah Solar objects to this Request as it is harassing, unduly burdensome, overly broad and calls for confidential business information.

14. Identify how Beulah is impacted differently from other solar developers by the stakeholder process.

ANSWER: Beulah Solar objects to this Request as it is argumentative, vague, ambiguous and calls for speculation. Beulah Solar lacks information sufficient to answer this question.

15. Identify all communications occurring between Beulah and Eastover relating to the Project, SCE&G, the Action, or the terms of any SCE&G interconnection agreement.

ANSWER: Beulah Solar objects to this Request as it is harassing and unduly burdensome and overly broad and subject to these objections, none are believed to exist.

16. Identify all differences in Your ability to secure financing before the Settlement Agreement and after the Settlement Agreement.

ANSWER: Beulah Solar objects to this Request as it is vague and ambiguous, argumentative, seeks information not relevant. Beulah Solar further objects to this Request as it is harassing, unduly burdensome and overly broad and calls for speculation.

17. Set forth the method by which You plan to fund or pay for the Project.

ANSWER: Beulah Solar objects to this Request as it is vague and ambiguous and calls for speculation.

18. Identify all projects in South Carolina for which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, made a milestone payment in compliance with an interconnection agreement that contained SCE&G's existing curtailment language.

ANSWER: Beulah Solar objects to this Request as being harassing, overbroad, unduly burdensome and is not properly propounded to lead to relevant information. Beulah Solar further objects to this Request which includes the words, "without limitation."

19. Identify all projects in South Carolina in which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, made the initial Milestone payment without funding for the project having been secured.

ANSWER: Beulah Solar objects to this Request as being harassing, overbroad, unduly burdensome and is not properly propounded to lead to relevant information and calls for information not in Cypress Creek's possession. Beulah Solar further objects to any Request including the words, "without limitation."

20. Identify any projects in South Carolina for which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, were unable to secure financing due to SCE&G's existing curtailment language in the project's interconnection agreement.

ANSWER: Beulah Solar objects to this Request as being harassing, overbroad, unduly burdensome and is not properly propounded to lead to relevant information and calls for information in in Cypress Creek's possession. Beulah Solar further objects to this Request which includes the words, "without limitation."

21. Describe the ownership and operation of the South Carolina projects You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, develop and Your anticipated plans for the project, including without limitation whether You typically own and operate Your projects beyond an initial term.

ANSWER: Beulah Solar objects to this Request as being harassing, overbroad, unduly burdensome and is not properly propounded to lead to relevant information, and this Request seeks material not relevant and calls for information not in Cypress Creek's possession. Beulah Solar also objects to this Request which includes the words, "without limitation."

RESPONSES TO REQUESTS FOR PRODUCTION

1. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims set forth in the Requests.

RESPONSE: Beulah Solar objects to this Request as being harassing, overbroad, unduly burdensome.

2. Produce all documents relied upon or referred to in responding to SCE&G's First Set of Interrogatories and First Set of Requests for Admission served contemporaneously herewith.

RESPONSE: Beulah Solar objects to this Request as being harassing, overbroad, unduly burdensome.

3. Produce all reports or other documents prepared by any expert witness retained by Beulah in this case, including a current curriculum vitae.

RESPONSE: Beulah Solar has not retained an Expert at this time, but reserves the right to name an Expert at a later date.

4. Produce all documents and communications relating in any way to this Action, including without limitation, all documents and communications Beulah intends to use in this Action.

RESPONSE: Beulah Solar objects to this Request as being attorney work product. Beulah Solar also objects to this Request which includes the words, "without limitation."

5. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by Beulah concerning the subject matter of the Requests.

RESPONSE: Beulah Solar objects to this Request on the grounds that it is vague, overly broad, unduly burdensome, and seeks information not likely to lead to the discovery of admissible evidence or information relevant to this matter. Beulah Solar further objects to this Request to the extent it seeks documents in SCE&G's possession, custody, or control. Subject to and without waiving the foregoing Specific and General Objections, which are expressly incorporated herein, Beulah Solar will produce non-privileged, responsive documents, if any, in the possession, custody, or control of Beulah Solar and seeks information not likely to lead to the discovery of admissible evidence or information relevant to this matter.

6. Produce all documents and communications Beulah has provided to or received from SCE&G or anyone acting on SCE&G's behalf regarding the subject matter of the Requests.

RESPONSE: Beulah Solar objects to the extent the Requests seek information that is in the possession of SCE&G, or which is not in the possession, custody, or control of Beulah Solar and this Request is overbroad and unduly burdensome.

7. Produce all documents and communications evidencing any damages You allege You sustained as a result of any act or omission of SCE&G.

RESPONSE: Beulah Solar's damages are incomplete at this time, but Beulah Solar will supplement this Response, when appropriate.

8. Produce all communications made by or received by Beulah related to the allegations in the Requests, including without limitation the IA or Project.

RESPONSE: Beulah Solar objects to this Request which includes the words, "without limitation." Beulah Solar further objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Beulah Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

9. Produce all documents and communications that support Your allegation that "[SCE&G's] Response ignores Beulah Solar's timely filing of a Motion and makes the remarkable statement, despite Beulah Solar's timely filing of a Motion, '...the IA is terminated by its terms.'"

RESPONSE: Beulah Solar's timely filing of a Motion to Maintain Status Quo, means that decisions concerning Beulah Solar's Motion are left to this Commission, and not the Company.

10. Produce all documents and communications that support Your allegation that "[SCE&G] invades the province of this Commission" and that SCE&G "attempts to usurp the authority of this Commission."

RESPONSE: SCE&G's contention that the IA has terminated by its terms, despite Beulah Solar's timely filing of a Motion to Maintain Status Quo, the timeliness of which will be determined by the Public Service Commission of South Carolina.

11. Produce all documents and communications that support Your allegation that SCE&G "takes the position that it can ignore a provision of an Agreement, to which it is a signatory."

RESPONSE: SCE&G's written position that the IA has terminated, despite provision 12.12 of the IA, which allowed the unilateral Request for Modification, filed by Beulah Solar and S.C. Code Ann., Section 58-27-980 (1976, as amended) which allows the Commission to modify, change, amend or annul the IA.

12. Produce all documents and communications that support Your allegation that "[t]he 'Stakeholder Process',...will likely lead to amendment or modification of the 'curtailment language' in [SCE&G's] IAs."

RESPONSE: SCE&G's current curtailment language has not been approved by the South Carolina Commission and the Stakeholder Process. The Stakeholder Process will deal with the Company's use of unapproved curtailment language.

13. Produce all documents and communications that support Your belief that any amendment or modification of the curtailment language in SCE&G's interconnection agreements will apply retroactively to existing interconnection agreements.

RESPONSE: Provision 12.12 of the Company's IA allows modification, without limitation and S.C. Code Ann., Section 58-27-980 (1976, as amended) which allows the Commission to modify, change, amend or annul the IA.

14. Produce all documents and communications with or concerning Persons Beulah solicited to fund or finance the Project and/or Milestone Payment 1.

RESPONSE: Beulah Solar objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Beulah to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

15. Produce all documents and communications that relate to the financing of the Project and/or Milestone Payment 1.

RESPONSE: Beulah Solar objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, and calls for improper, confidential business information, investigation, information or identification of documents which would subject Beulah to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous

because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

16. Produce all documents and communications that relate to the payment of Milestone Payment 1.

RESPONSE: Beulah Solar objects to this Request as being vague and ambiguous, because Milestone Payment #1 has not been paid. Beulah Solar further objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Beulah to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

17. Produce all documents and communications with or concerning Persons You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, solicited to fund or finance solar development projects with interconnection agreements containing curtailment language similar to the IA.

RESPONSE: Beulah Solar objects to this Request which includes the words, "without limitation." Beulah Solar further objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Beulah to annoyance, embarrassment, oppression, harassment or undue burden or expense,

including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

18. Produce all communications between Beulah and Eastover.

RESPONSE: None.

19. Produce all tax returns for Beulah from January 1, 2017, to present.

RESPONSE: Beulah Solar objects to this Request as being harassing, unduly burdensome and overly broad and not relevant and not properly propounded to lead to discoverable material.

20. Produce all financial statements for Beulah from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

RESPONSE: Beulah Solar objects to this Request in that the Request is harassing, unduly burdensome and not relevant and this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Beulah to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Beulah Solar to review each document in its files, or to interview every person employed by or otherwise known to

Beulah Solar to ensure that Beulah Solar has not overlooked any minor documents or facts marginally related to the Requests.

February 25, 2019
Columbia, South Carolina

Regards,
/s/Richard L. Whitt,

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